

**MEMORANDUM OF AGREEMENT
BETWEEN THE INCORPORATED COUNTY OF LOS ALAMOS
AND LOS ALAMOS JUVENILE JUSTICE ADVISORY BOARD, INC.**

This Memorandum of Agreement ("MOA") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Los Alamos Juvenile Justice Advisory Board, Inc.**, a New Mexico non-profit agency ("JJAB"), to be effective for all purposes July 1, 2015 through June 30, 2016.

WHEREAS, the State of New Mexico Children, Youth and Families Department ("Agency") is the State agency designated to receive and administer funds to provide funding for non-secure alternatives to detention for juvenile offenders in the County; and

WHEREAS, Agency and County will be entering into or has entered into Agreement No. 16-690-18431 ("Agency Agreement") effective July 1, 2015 through June 30, 2016 to provide services described and required therein; and

WHEREAS, County is a contractor to Agency, designated to subcontract certain portions of Agency's Agreement No. 16-690-18431 for services identified in the Scope of Work attached to the Agreement; and

WHEREAS, JJAB was created by joint action of the Los Alamos County Council and the Los Alamos School Board to develop a comprehensive strategic plan for the continuum of youth services addressing prevention, early intervention, and graduation sanctions; and

WHEREAS, County, acting as the fiscal agent for the funds authorized and administered by Agency, and with Agency's authorization and consent has assigned its duties and obligations therein to JJAB; and

WHEREAS, JJAB has agreed to provide and undertake the services identified in the Scope of Work on behalf of County with regard to Agency Agreement.

NOW, THEREFORE, County and JJAB, in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

A. PERIOD OF AGREEMENT.

This MOA shall be effective July 1, 2015 and shall be co-extensive Agency Agreement, including any extensions of the term of that Agreement as may be agreed to by County and Agency. Agency Agreement is incorporated herein by reference for all purposes. This Agreement may be terminated by either party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred, whether financial, administrative or ministerial, incurred for performance or non-performance prior to the date of termination.

B. LIMITATION OF COST.

The total amount of monies payable to JJAB by County under this MOA shall not exceed the total amount of monies received by County from Agency under the Agency Agreement.

C. BASIS OF AGREEMENT.**1. JJAB shall:**

- a. Provide program of services and scope of work as set forth in the Agency Agreement, listed in Attachment 1 to that agreement, and incorporated herein by reference, including any subsequent amendments to the Agency Agreement.
- b. Comply with all requirements of the Agency Agreement as contained in Sections I through XXIII of said agreement, incorporated herein by reference.
- c. Comply in all respects with Attachment 1, Statement of Work, Attachment 2, Budget, and Attachment 3, Administrative and Fiscal Standards, of Agency Agreement.
- d. Submit quarterly progress reports detailing services provided under the Agency Agreement to the County's Community Services Department for review and approval.
- e. Prepare all documentation, correspondence and reports required by the Agency Agreement for submission to the County's Community Services Department for review.

2. County shall:

- a. Review and approve all fiscal invoices and supporting documentation submitted by JJAB in a timely manner.
- b. Submit County approved invoices and documentation to Agency for reimbursement on behalf of JJAB
- c. Retain the right to conduct program and/ or fiscal review and reduce the monies paid to JJAB if, in consultation with Agency, County determines that JJAB does not comply with the requirements of Section C 1. above.

D. GENERAL PROVISIONS OF THE AGREEMENT.

- 1. JJAB shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses including, without limitation, attorneys' fees of any kind or nature, arising from JJAB's performance hereunder or breach hereof or the performance of JJAB's employees, agents, representatives and subcontractors.
- 2. Any notices served, given or made in connection with this MOA shall be made in writing, postage prepaid to the following addresses:

County:

Social Services Manager
 Los Alamos County
 1505 15th Street, Suite A
 Los Alamos, New Mexico 87544

JJAB:

JJAB Coordinator
Post Office Box 4716
Los Alamos, New Mexico 87544

3. This MOA is made under and shall be governed by the laws of the County and the State of New Mexico, without regard to any conflicts of law principles that would require the application of the law of any other jurisdiction.
4. In the event that any of the terms and conditions of this MOA, or the application of any such term or condition to any person or circumstance, shall be held invalid by any court having jurisdiction in the premises, the remainder of the MOA, and the application of such terms or conditions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
5. This MOA constitutes the entire agreement and understanding of the parties with respect to the subject matter herein. The parties agree that no modification of this MOA shall be binding unless such modification is in writing and is duly executed by authorized representatives of the parties.
6. Each party represents and warrants to the other party that it has the requisite power and authority to execute this MOA and to perform the obligations contained herein. The execution and delivery of this MOA and the performance of the obligations set out herein have been duly authorized by all necessary action on the part of each party. The obligations set out herein will, upon execution hereof by each party, be valid and binding obligations of such party, enforceable against such party in accordance with the terms and conditions herein except to the extent that enforceability hereof or thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws generally affecting creditors' rights and by equitable principles, regardless of whether enforcement is sought in equity or at law.
7. Each party represents and warrants to the other party that the execution and delivery of the MOA by such party does not violate any applicable law or regulation by which the party is bound, by any applicable court or administrative order or decree, or any agreement or contract to which it is a party.
8. No party may assign its rights, or delegate its obligations under this MOA without the prior written consent of the other party, which consent shall not be unreasonably delayed or denied.
9. Any dispute arising under this MOA shall be resolved in a court of competent jurisdiction.
10. Any term or condition of this MOA may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set out in a written instrument duly executed and delivered by or on behalf of the party waiving such term or condition. No waiver by any party of any term or condition of this MOA in any one of more instances shall be deemed to be or construed to be a waiver of the same or any other terms or condition hereon on any future occasion. No delay short of the statutory period of limitations in asserting or enforcing any right herein shall be deemed a waiver of such right.
11. This MOA may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument as if all the parties to the aggregated counterparts had signed the same instrument. Without limiting

the manner in which the MOA may be executed and delivered, a party shall be considered to have fully executed and delivered this MOA by executing a counterpart of this MOA and sending the execution page by facsimile or other electronic means to the other party.

12. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any Party when performing their respective functions within the territorial limits of their respective public agencies or private entities, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under this MOA.
13. No Party shall be responsible for liability incurred as a result of any other party's act or omissions in connection with this MOA. Any liability incurred as a result of any party's participation in this MOA is subject to the immunities and limitations provided and imposed by the law of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement in duplicate originals on the date(s) set forth below.

ATTEST

By: 
SHARON STOVER
COUNTY CLERK




INCORPORATED COUNTY OF LOS ALAMOS

By: 
HARRY BURGESS
COUNTY MANAGER

4/23/15
DATE

APPROVED AS TO FORM:


REBECCA W. EHLER
COUNTY ATTORNEY

**LOS ALAMOS JUVENILE JUSTICE ADVISORY
BOARD, INC., A NEW MEXICO NON-PROFIT
CORPORATION**

By: 
ALAN KIRK
BOARD CHAIR

DATE